

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 20, 21, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.K.*

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a Contract Amendment with Sub Zero, Inc. to include the costs of additional refrigerants for replacement to the contract costs.

ITEM BACKGROUND: The current contract with Sub Zero, Inc. reflects Freon charges for R-22 only. The Monroe County Detention Center, Juvenile Justice Center, and Jackson Square Chillers require additional refrigerants as follows: R-11, 134 A, 408 A, 404 A, 123.

PREVIOUS RELEVANT BOCC ACTION: On September 17, 2003, the BOCC approved to award bid and enter into a contract with Sub Zero, Inc. for the Lower Keys A/C Maintenance and Repair. On November 19, 2003, the BOCC approved to amend the Contract to include the Monroe County Juvenile Justice Center to the contract specifications, and on August 18, 2004, the BOCC approved the first of two one-year renewal options.

CONTRACT/AGREEMENT CHANGES: To add the following refrigerants to the contract specifications: R-11 \$28.50 per pound; 134 A \$14.00 per pound; 408 A \$19.50 per pound; 404 A \$15.00 per pound; 123 \$12.00 per pound. **Total contract amount of a not to exceed remains the same at \$25,000.00**

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes X No

COST TO COUNTY: N/A

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Beth Leto for
Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Sub Zero, Inc.

Contract # _____

Effective Date: 10/20/04

Expiration Date: 10/19/05

Contract Purpose/Description:

To add the cost of the following refrigerants: R-11 \$28.50 per pound; 134 A \$14.00 per pound; 408 A \$19.50 per pound; 404 A \$15.00 per pound; 123 \$12.00 per pound.

Contract Manager: Ann Riger
(Name)

4549
(Ext.)

Facilities Maint/Stop #4
(Department/Stop #)

for BOCC meeting on 04/20/05

Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: \$ 25,000 Current Year Portion: \$ 12,500

Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-

Grant: \$ N/A 101-20505-530-340-

County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr

For:

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/5/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Beth Leto	4/5/05
Risk Management	3-10-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slawik	3-10-05
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Shirley Spradell	3/15/05
County Attorney	3-10-2005	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S. Smith	3/10/05

Comments: _____

CONTRACT AMENDMENT

(Lower Keys Central A/C Maintenance and Repair)

THIS CONTRACT AMENDMENT is made and entered into this 20th day of April, 2005, between the COUNTY OF MONROE and SUB ZERO, INC. in order to amend the agreement between the parties dated September 17, 2003, as amended on November 19, 2003, and as renewed on August 18, 2004 (copies of which are incorporated hereto by reference); as follows:

1. Add to Article 3.03, The Contract Sum, paragraph C, Freon charges as follows:

R-11	\$28.50 per pound
134 A	\$14.00 per pound
408 A	\$19.50 per pound
404 A	\$15.00 per pound
123	\$12.00 per pound

2. In all other respects, the original agreement dated September 17, 2003, as amended on November 19, 2003, and as renewed on August 18, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

By: _____

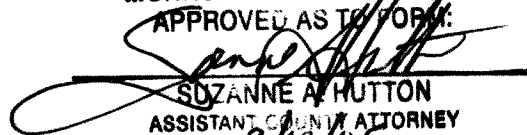
SUB ZERO, INC.

Witness: _____

Witness: _____

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 3/10/05

RENEWAL AGREEMENT
(Lower Keys Central A/C Maintenance and Repair)

THIS RENEWAL AGREEMENT is made and entered into this 18th day of August, 2004, between the COUNTY OF MONROE and SUB ZERO, INC. in order to renew the agreement between the parties dated September 17, 2003, and as amended on November 19, 2003 (copies of which are incorporated hereto by reference); as follows:

1. In accordance with Article 3.05 (B) of the original Agreement dated September 17, 2003, the County exercises its first of two options to renew the Agreement for an additional one-year period.
2. The term of the renewed agreement will commence on October 20, 2004, and terminate October 19, 2005.
3. In all other respects, the original agreement dated September 17, 2003, and as amended on November 19, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

By: Isabel C. DeSantis

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Murray E. Nelson

Witness: D.R. Egger

Witness: [Signature]

SUB ZERO, INC.

By: [Signature]

[Signature]

7/27/04

~~CONFIDENTIAL - ATTORNEY-CLIENT~~
(Lower Keys Central A/C Maintenance and Repair)

THIS CONTRACT AMENDMENT is made and entered into this 19th day of November, 2003, between the COUNTY OF MONROE and SUB ZERO, INC. in order to amend the agreement between the parties dated September 17, 2003, (a copy of which is incorporated hereto by reference); as follows:

1. Revise Section Two – CONTRACT SPECIFICATIONS Paragraph E to include in list the Monroe County Juvenile Justice Center located at 5503 College Road, Stock Island.
2. All contract obligations and issues pertaining to the Lower Keys Central Air Conditioning Maintenance and Repair pertain to the Monroe County Juvenile Justice Center.
3. In all other respects, the original agreement dated September 17, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

By: *Janet Hamrick*

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Murray Nelson*

SUB ZERO, INC.

Witness: *D.R. Egge*

Witness: *Janet Hamrick*

By: *Jeff A. Hargrett*

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Shirley Lee
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 10-29-03

SECTION THREE CONTRACT

THIS AGREEMENT, made and entered into this 17th day of September, 2003, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Sub Zero, Inc., (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

3.01 THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

3.01 THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3.02 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation, and perform all of the work described in the Specifications entitled:

**Central Air Conditioning
Maintenance and Repair
Lower Keys Facilities
Up to and Including Big Pine Key
Monroe County, Florida**

And his bid dated July 30, 2003 each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

3.03 THE CONTRACT SUM

The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

- A. The actual cost of parts and materials purchased from the manufacturer plus 30% used by the Contractor to fulfill the obligations of the Contract. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.
- B. The cost of labor and equipment used by the contractor to fulfill the obligation of the Contract. The labor and equipment costs will be calculated using the unit prices set forth in the Contractor's bid as follows:
 - 1. Labor – normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.
\$64.00 per hour, mechanic

\$70.00 per hour, mechanic plus helper

2. Labor – overtime rate for hours other than the normal working hours as stated above, including holidays
\$72.00 per hour, mechanic
\$80.00 per hour, mechanic plus helper

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment

C. Freon for recharging systems:

- 1) R-22 \$10.54 per pound
- 2) R-12 \$48.50 per pound

D. The total contract sum shall not exceed \$25,000.00 per year.

The Contractor shall submit with his invoice the Application for Payment Details as shown in Section Two – Contract Specifications, page 9.

3.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

3.05 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing October 20th 2003, and terminating October 19, 2004.
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods.

3.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

3.08 ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

3.09 ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

3.10 COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services,

including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

3.11 INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

3.12 FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

3.13 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

3.14 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Sub Zero, Inc.
6003 Peninsular Avenue
Key West, FL 33040

3.15 CANCELLATION

- A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.16 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to reasonable market value attorney's fees and costs.

3.17 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: 09-17-03
Deputy Clerk

Date: Quayle C. DeSantis

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor/Chairman

(SEAL)

Attest:

By: [Signature]
WITNESS

Title: _____

By: [Signature]
WITNESS

Title: _____

CONTRACTOR
SUB ZERO, INC.

By: [Signature]

Title: Pres.

MONROE CO.
APPROVED BY: [Signature]
ROBERT N. WOIFF